6. Defendant is currently unaware of any evidence of misuse or abuse of the VEHICLE by Plaintiff.

7. Plaintiff has never caused damage to the VEHICLE by misusing or abusing it.

8. Defendant required the PLAINTIFF to seek redress of warranty issues first from the authorized dealer.

9. Defendant Required the DEALER to present; explain and honor the express warranty given by the MANUFACTURER.

10. Defendant enters into a franchise agreement with its authorized Dealers.

11. This franchise agreement with its authorized dealers governs the relationship between the Defendant and its authorized dealers.

12. Defendant requires its authorized dealers to prominently display the Defendant's trademark.

13. Defendant controls the number of vehicles its authorized dealers may receive.

14. Defendant regularly sends employees to the State of Florida.

YOUR ATTENTION IS INVITED TO FRCP 1.370(A), WHICH PROVIDES THAT EACH REQUEST SHALL BE DEEMED ADMITTED UNLESS ANSWERS OR OBJECTIONS ARE SERVED IN ACCORDANCE WITH THAT RULE.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy an correct copy of the following has been furnished by US Mail this 21st day of June, 2006 to: Joseph Tucker, Dinsmore & Shohl LLP, 1400 PNC Plaza, 500 West Jefferson Street, Louisville, Kentucky 40202.

TOY-TQ002-06-3D-00000178